

Submissions Agreement

Open Book Press, PO Box 1433, Studio City, CA 91614

I am submitting to you the following materials ("the Material"):

(list title and description here)

in accordance with the following agreement:

1. I represent and warrant to you, your successors, and assigns that the Material is original with me and that no other persons other than those who have signed this agreement have collaborated with me in creating and developing the Material.
2. Your consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission of the novelty or originality of the Material.
3. You may retain a copy of the Material and I release you from any liability for loss or damage thereto.
4. I hereby grant you the right to use the Material provided that you shall first conclude an agreement with me for such use or you shall determine that you have an independent legal right to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include your employees and other persons presenting materials to you) have submitted similar or identical suggestions, features, and material which you have the right to use.
5. In the event of any dispute concerning any alleged wrongful use of the Portfolio or a dispute with reference to this Agreement, its validity or effect, such dispute shall be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the arbitration laws of the State of California and rules and regulations of the American Arbitration Association not inconsistent therewith; provided that said arbitration shall be held before a panel of three arbitrators (one selected by you, one selected by me, and one selected by our nominees) all of whom shall be well acquainted with the entertainment business. Any award favorable to me shall be limited to a monetary award which shall either (a) bear a reasonable relationship to monies normally paid by you for similar property or elements, or (b) be an amount equal to the fair market value therefore,

whichever amount the arbitrators shall deem appropriate. Said award in either event shall be measured by monies normally paid by you for similar property or elements or fair market value as of the date of this Agreement. Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute, it being the intention of the parties to arbitrate all disputes in accordance with the provisions of this Agreement.

6. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. I hereby state that I have read and understand this Release, that no oral representations of any kind have been made to me, and that this Release states my entire understanding with reference to the subject matter hereof. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects my intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to "you" or "your" herein shall refer to Open Book Press, any parent or subsidiary thereof, and any and all heirs, successors, representatives, licensees, and assigns.

7. This agreement constitutes our entire understanding and my signature and the signature of any person who has collaborated with me in the creation or development of the Material shall constitute agreement to the terms and conditions set forth herein. This agreement may be changed only by a written instrument signed by you and me. This agreement also applies to any other material which I may submit to you unless it is agreed by us in writing to the contrary. The invalidity of any provision of this agreement shall not affect the remainder, which shall continue in full force and effect.

Signature

Street Address

Name, Please Print Clearly

City, State, Zip Code

Date

Telephone Number

NOTE: In case of collaboration, each collaborator should sign and provide the above information.